



RE/MAX AT BARNEGAT BAY

EXCLUSIVE RIGHT TO SELL AGREEMENT OR EXCLUSIVE RIGHT TO RENT/LEASE AGREEMENT

PROPERTY ADDRESS	429 Boxwood Dr, Forked River, NJ 08731	AGREEMENT DATE	May 27, 2024
TAX MAP BLOCK	353	LOT(S)	18.01
ALL OWNER(S)	Coastal Construction Group LLC	MUNICIPALITY	Forked River
ADDRESS	235 Hickory Ln Unit B, Bayville, NJ 08721	PHONE	
LISTING REALTOR - RE/MAX AT BARNEGAT BAY		PHONE	
ADDRESS	221 Lacey Rd, Forked River, NJ 08731	PHONE	(609)693-5002

IN CONSIDERATION OF THE SERVICES TO BE PERFORMED BY THE LISTING REALTOR, THE OWNER(S) DOES AUTHORIZE THE LISTING REALTOR THE SOLE, EXCLUSIVE AND IRREVOCABLE RIGHT TO SELL AT A LIST PRICE OF \$ 159,900.00, TO LEASE/RENT AT A MONTHLY RATE OF _____ THE ABOVE DESCRIBED PROPERTY, OR FOR ANY OTHER PRICE THE OWNER MAY CONSENT TO.

1. The right to sell/lease shall begin on May 30th, 20 24 and shall expire on January 11, 2025
2. The Owner(s) represent that this property is not listed in any manner with any other broker.
3. The Listing REALTOR® agrees to use his/her best efforts to obtain a purchaser or tenant for the property and agrees to cooperate with other licensed brokers.
4. The Owner(s) does agree to assist and fully cooperate in the sale or lease of the property, and grants the Listing REALTOR the exclusive right to place a sign on the property and advertise the property (including, without limitation, placing the property in multiple listing services and/or internet sites, including proprietary sites owned by third parties). Listing REALTOR® is a member of the Bright MLS and certain other MLS's.
5. The Owner(s) agrees to refer to the Listing REALTOR® every person who contacts the Owners during the term of this Agreement concerning the sale or lease of this property and directs that all negotiations be made through the Listing REALTOR® named in this Agreement. The date of signing through the expiration date, is called the "Term" of this agreement.
6. All persons signing this Agreement as Owners represent that they are Owners or are authorized by the Owner to execute this Agreement, and that they have the legal right to sell, lease/rent or exchange the property and that they will execute sufficient instruments of conveyance. The authority conferred upon the Listing REALTOR® by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding on the heirs, executors, administrators and assigns of the Owner(s).
7. If before the expiration date (item 1 above) the property, or any part of it, is sold or exchanged, regardless of who effects such sale or exchange (including the Owner), the Owner shall pay a commission to the Listing REALTOR® of 5%, due and payable at the time the sale or exchange takes place. In the event of an exchange, the listing price shall be considered the sale price. In the event title does not close as a result of a breach of the contract by the Owner, the Owner shall be liable for the Commission.
8. If, before the expiration date (item 1 above) the property is leased or rented, regardless of who effects same (including the Owner), the Owner shall pay a commission to the Listing REALTOR® of N/A on each installment of rent or N/A month's rent for each year of the lease/rental. If the tenancy continues beyond the term of the initial lease/rental the Owner agrees to pay the same commission on all such renewals or extensions as set forth above. If, during the terms of tenancy, the tenant purchases the property, a commission of N/A shall be paid by the Owner to the Listing REALTOR®.
9. If the property is sold, leased or exchanged within a period of 90 days from the expiration date of this Agreement or any extension thereof to a buyer/tenant introduced to the property during the terms of this Agreement, the Owner shall pay to the Listing REALTOR® the commission as set forth above. However, the Owner shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of this protection period with another licensed real estate broker.
10. The Owner (check one) agrees to permit does not agree to permit the Listing REALTOR® to place a lockbox on the property. By giving the Listing REALTOR® a key to the premises, the Owner authorizes access to the property and permission to share the key with cooperating brokers.



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11. The Owner(s) authorizes the sharing of Listing REALTOR'S commission and the Listing REALTOR® will offer the following compensation: Buyer's Brokers: 2%, Transaction Brokers: 2%. Subagency will not be offered.

12. The Owner(s) agree and acknowledge that the dollar amount of said commission shall be a lien (legal claim) on the purchase money proceeds derived from the sale of the subject property and they agree, by this Agreement, authorize and direct the party disbursing the closing proceeds to pay the Listing REALTOR®, the full commission as set forth above out of the proceeds of sale, prior to the payment of any funds to the Owners or other lienholders.

13. In the event that the property is taken by condemnation through an eminent domain proceeding during the term of this Agreement or while the property is under contract of sale, the Listing REALTOR® shall be paid a commission at the rate set forth above on the price paid by the condemning authority.

14. The Owner(s) states that he/she's attention has been called to the MEMORANDUM of the ATTORNEY GENERAL regarding Housing Discrimination Laws attached to this listing Agreement.

15. By signing this Agreement, the Owner(s) acknowledge that he/she has received the Consumer Information Statement on New Jersey Real Estate Relationships. I, Casey Quinn (name of licensee), as an authorized representative of RE/MAX At Barnegat Bay, intend as of this time, to work with you as a:

Sellers/Landlords Agent Only Sellers/Landlords Agent and Disclosed Dual Agent if the opportunity arises. Transaction Broker

16. The Owner(s) acknowledge that he/she and the Listing REALTOR'S Agent have completed and signed this Agreement and that it is Legal, Binding and in Full Force and Effect as of the date below, when signed by the parties. No agreement or conditions exist other than those contained in this Agreement. Owner(s) acknowledge receipt of this Agreement.

17. EXCLUDED ITEMS: _____

18. INCLUDED ITEMS: _____

19. REMARKS: 4.5% Disclosed Dual Agency

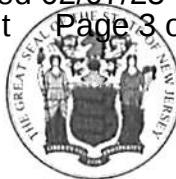
Authentic
Dean Rado 05/27/24
 Owner Date
 Coastal Construction Group LLC
 RE/MAX At Barnegat Bay, Listing REALTOR®

Authentic
Casey Quinn 05/27/24
 Listing Agent Date
 Casey Quinn

Authentic
 Accepted By: Casey Quinn 05/27/24
 Authorized Signature Date

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO. THE AMOUNT OF THE COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS. ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 25 MINUS 150 TO POTENTIAL COOPERATING BROKERS. IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERN WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER. BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

"AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BUY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. NOTHING HEREIN IS INTENDED TO PROHIBIT AN INDIVIDUAL BROKER FROM INDEPENDENTLY ESTABLISHING A POLICY REGARDING THE AMOUNT OF FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION TO BE CHARGED BY THE BROKER IN THIS TRANSACTION."



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ 07102

GURBIR S. GREWAL
Attorney General

RACHEL WAINER APTER
Director

TO: Property Owners
FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Rachel Wainer Apter, Director, NJ Division on Civil Rights
DATE: October 7, 2020
SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission (REC) requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (LAD).

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, national origin, religion, gender, gender identity or expression, marital status, civil union status, domestic partner status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, physical or mental disability, or liability for service in the Armed Forces of the United States. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. Source of lawful income includes Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance). It is also illegal to make, print, or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

The LAD applies to a wide range of activities, such as advertising, selling, renting, leasing, subleasing, assigning, and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with a Section 8 housing choice voucher, State Rental Assistance Program (SRAP), temporary rental assistance (TRA), or any other subsidy or voucher provided by federal, state, or local rental-assistance programs. A housing provider cannot advertise a property in any way that discriminates based on source of lawful income, including by posting advertisements that state, directly or indirectly, a refusal to accept, or express any limitation on, vouchers or subsidies. For example, advertisements that state "No Section 8," "TRA not accepted," or "This property not approved for Section 8" violate the LAD. In addition, housing providers must calculate any minimum income requirement, financial standard, or income standard based only on the portion of the rent to be paid by the tenant, rather than the entire rental amount.
- The LAD prohibits bias-based harassment in housing, including sexual harassment. If a tenant is being subjected to bias-based harassment that creates a hostile environment, and if the housing provider knew or should have known about it, the housing provider must take reasonable steps to stop it. That includes harassment by other tenants and by a housing provider's agents or employees. "Quid pro quo" sexual harassment - for example, where a building superintendent demands sex or sexual favors as a condition of making necessary repairs - is also prohibited.
- Housing providers must reasonably accommodate tenants with disabilities unless doing so would be an undue burden on their operations. For example, if a tenant shows they have a disability and that keeping an emotional support animal is necessary to afford them an equal opportunity to use and enjoy the dwelling, the housing provider must permit the emotional support animal, even despite a "no pets" policy, unless they can show that doing so would

- ? Landlords must permit a tenant with a disability - at that tenant's own expense - to make reasonable modifications to the premises if such modifications are needed to give the tenant an equal opportunity to use or enjoy the dwelling.
- The LAD prohibits discrimination based on "familial status" - for example, discrimination against families with children under the age of 18 and pregnant women. Landlords similarly cannot use unreasonable occupancy restrictions to prevent families with children from moving in.
- Selectively inquiring about, or requesting information about and/or documentation of, a prospective tenant's or buyer's immigration or citizenship status because of the person's actual or perceived national origin, race, or ethnicity, or otherwise discriminating on such a basis, is a violation of the LAD.
- As explained in the U.S. Department of Housing and Urban Development's April 2016 Guidance document, because of widespread racial and ethnic disparities in the criminal justice system, blanket policies that make all individuals with any prior arrest or criminal conviction ineligible to rent violate fair housing laws because they have a disproportionate impact based on race or national origin and are not supported by a legitimate business necessity. And housing providers may not use criminal history as a pretext for intentionally discriminating based on race or national origin (for example, by applying criminal-record based restrictions against Black housing applicants but not white housing applicants).

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit), as well as damages for emotional distress, pain, and humiliation. In more egregious cases, a victim may also recover punitive damages.

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer they receive on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate on any basis prohibited by the LAD.

Exemptions. The sale or rental of property (including open land), whether for business or residential purposes is covered by the LAD, subject to the following exemptions. Note that when an LAD exemption applies, other civil rights laws may nonetheless prohibit discrimination.

- The LAD does not apply to the rental of one unit in a two-family dwelling if the owner occupies the other unit, or to the rental of a room or rooms in a one-family owner-occupied dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD, or if you have other questions about



MLS # 22334161/NJOC2022974

LISTING CHANGE FORM

Exclusive Listing Agreement dated: 05/27/2024 between
Owner: Coastal Construction Group LLC and Listing Broker RE/MAX at Barnegat Bay.
Listed Property: 429 Boxwood Dr, Forked River, NJ 08731

STATUS CHANGES



Price Change / Current Price: _____ New Price: _____

Extension / Old Expiration Date: 01/11/2025 New Expiration Date: 07/13/2025

Back to Active / New Expiration Date: 01/11/2025

Other Changes / Commission, Bonus, etc.: _____

Dean Rado

11/16/24

Owner / Date Coastal Construction Group LLC

Owner / Date

Casey Quinn

11/16/24

Listing Broker/Agent Authorized Signature/Date Casey Quinn

This authorization, the receipt of a copy of which is hereby acknowledged, is hereby made a part of the original Listing Agreement.

TEMPORARILY OFF THE MARKET

Listing in which the Owner has requested the Listing Broker to temporarily suspend the marketing of the property and not set appointments for showings, while the Listing Agreement between the Listing Broker and the Owner remains in effect. The listing is off market, but a contract still exists between the Owner and the Listing Broker and the listing is expected to come back on the market.

Owner / Date Coastal Construction Group LLC

Owner / Date

Listing Broker/Agent Authorized Signature/Date Casey Quinn

This authorization, the receipt of a copy of which is hereby acknowledged, is hereby made a part of the original Listing Agreement.

WITHDRAWN

The Listing has been withdrawn from the market, but a contract still exists between the Owner and the Listing Broker and there is no intention to bring the listing back on the market.

Owner / Date Coastal Construction Group LLC

Owner / Date

Listing Broker/Agent Authorized Signature/Date Casey Quinn

This authorization, the receipt of a copy of which is hereby acknowledged, is hereby made a part of the original Listing Agreement.

CANCELED

The Listing Agreement has been terminated prior to the expiration date.

Owner / Date Coastal Construction Group LLC

Owner / Date

Listing Broker/Agent Authorized Signature/Date Casey Quinn

This authorization, the receipt of a copy of which is hereby acknowledged, is hereby made a part of the original Listing Agreement.

RE/MAX At Barnegat Bay 11/20

Karen Bezner

From: Greg Hock <greghock@outlook.com>
Sent: Thursday, January 30, 2025 2:18 PM
To: kbez@bellatlantic.net
Cc: info@coastalconstructiongroupnj.com; familyclient@straffilaw.com; caseyquinnrealtor@gmail.com; Cherie DeLigny (cdeligny@shoresettlements.com)
Subject: 429 Boxwood Drive, Lacey Township, NJ. Lot 18.01, Block 353
Attachments: COS.pdf; Seller AR letter.pdf; buyers attorney review 6.19.pdf; buyers attorney review 6.10.pdf; attorney review concluded.pdf; 429 Boxwood Listing.pdf

Ms. Karen Bezner
Bankruptcy Trustee

Dear Ms. Bezner:

Pursuant to your request, attached please find the contract documents relative to my client Coastal Construction's sale of the above captioned property. This lot is on the same street as the one I just forwarded to you. Buyer on both deals is the same. Kindly advise whether your office will permit the sale.

Of course, call with any questions.

Best,

Gregory J. Hock, Esq.

D'Arcy Johnson Day, P.C.
204 Court House Lane
Toms River, NJ 08753
732.349.9666 o
732.749.1240 f
732.600.0702 c
Web: www.djdlaw
Email: gh@djdlaw



NOTICE
TO BUYER AND SELLER
READ THIS NOTICE BEFORE SIGNING THE CONTRACT

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1) As a real estate broker, I represent: the seller, not the buyer; the buyer, not the seller; both the seller and the buyer; neither the seller nor the buyer.
 The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

Authenticity <i>Dean Rado</i>		06/07/24	Authenticity <i>Mark Wrazen</i>		06/04/24 11:27 AM EDT MORT ARUZ 1102 NYWK
SELLER	DATE	BUYER			
SELLER	DATE	BUYER			
SELLER	DATE	BUYER			
SELLER	DATE	BUYER			
Authenticity <i>Casey Quinn</i>		06/07/24	Authenticity Selling Broker		

Prepared by: Irene Shepherd

Name of Real Estate Licensee

STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE
SALES CONTRACT FOR VACANT ONE-FAMILY RESIDENTIAL LOTSNEW JERSEY
REALTORS®

©2019 New Jersey REALTORS®
THIS FORM MAY BE USED ONLY IN THE SALE OF VACANT ONE-FAMILY LOT.
THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS
PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS.
DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE
CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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1. PARTIES AND PROPERTY DESCRIPTION:

Wrazen Homes LLC ("Buyer"), ("Buyer"),

_____, ("Buyer"), ("Buyer"),

whose address is/are 3062 Wilbur Ave. Manchester, NJ 08759

25 AGREES TO PURCHASE FROM

Coastal Construction Group LLC ("Seller"), ("Seller"),

_____, ("Seller"), ("Seller"),

whose address is/are _____

**34 THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE
35 FOLLOWING PROPERTY:**

Property Address: 429 Boxwood Drive, Forked River, NJ 08731

shown on the municipal tax map of Lacey Township County Ocean County

as Block 353 Lot 18.01 (the "Property").

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

43 2. PURCHASE PRICE:

TOTAL PURCHASE PRICE \$ 161,000

INITIAL DEPOSIT \$ 0

ADDITIONAL DEPOSIT \$ 10,000

BALANCE OF PURCHASE PRICE \$ 151,000



51 **3. MANNER OF PAYMENT:**

52 (A) **INITIAL DEPOSIT** to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company
53 Other _____, on or before _____ (date) (if left blank, then within five (5)
54 business days after the fully signed Contract has been delivered to both the Buyer and the Seller).

56 (B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on
57 or before 06/14/2024 (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been
58 delivered to both the Buyer and the Seller).

60 (C) **ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST
61 BEARING TRUST ACCOUNT of Buyers Attorney**, ("Escrowee"), until the Closing, at which time all
62 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed
63 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may
64 place the deposit monies in Court requesting the Court to resolve the dispute.

66 (D) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's or trust
67 account check.

69 Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on _____
70 07/08/2024 (date), or, if this Contract is subject to a contingency set forth in
71 Section 9(B), then the closing shall take place _____ days (if left blank, then ten (10) days) following the satisfaction or waiver of such
72 contingency, at the office of Buyer's closing agent or such other place as Seller and Buyer may agree ("the Closing").

74 **4. SUFFICIENT ASSETS:**

75 Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets to complete the Closing. Should Buyer not have
76 sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.

78 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

79 Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and
80 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as
81 required by law.

83 **6. ITEMS INCLUDED IN SALE:**

84 The Property includes any and all shrubbery, plantings and fencing, if any, all of which are included in this sale.

85 The following items are also specifically included (If reference is made to the MLS Sheet and/or any other document, then the document(s)
86 referenced should be attached.):

87 As per MLS # 22415227

92 **7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)
93 As per MLS # 22415227

99 **8. DATES AND TIMES FOR PERFORMANCE:**

100 With the exception of any deadline for Buyer to obtain the Approvals (as that term is defined in Section 9(B) below, Seller and Buyer
101 agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this
102 Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required
103 by applicable law.

Buyer's
Initials: 



Seller's
Initials: 



111 **9. ZONING COMPLIANCE:**

112 **(A) REPRESENTATIONS.**

113 Seller represents that the Property is zoned for use as a single-family residential lot. Seller makes no other representations concerning
114 existing zoning ordinances, building or fire codes or other laws and regulations that may affect the nature and extent of the use of the
115 Property. Seller represents that a wetlands delineation has been prepared for the Property, a copy of which is attached; to the Seller's
116 knowledge, no wetlands delineation has been prepared for the Property. Seller represents that Seller does not own any property contiguous
117 to the Property; owns the following described property(ies) contiguous to the Property:
118
119
120
121

122 **(B) APPROVAL CONTINGENCY.**

123 Buyer and Seller acknowledge that there are no contingencies with respect to the Buyer's ability to obtain any governmental approvals
124 and/or permits.

125 Buyer's obligations under this Contract are contingent upon Buyer securing any and all land use approvals (the "Approvals"), at Buyer's
126 sole cost and expense, necessary to construct an approximately _____ square foot single-family dwelling on the Property. Buyer shall
127 have _____ calendar days (if left blank, then forty-five calendar (45) days) from the execution of this Contract or, if this Contract is timely
128 disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within _____ calendar days (if left
129 blank, then forty-five calendar (45) days) after the parties agree to the terms of this Contract, to apply for all Approvals (the "Application
130 Deadline"). Buyer shall diligently and continuously pursue the Approvals. Buyer shall have _____ calendar days (if left blank, then ninety
131 calendar (90) days) from the date the Application is filed to obtain all Approvals (the "Approval End Date"). If Buyer is unable, after diligent
132 effort, to obtain the Approvals by the Approval End Date, Buyer may cancel this Contract and receive a refund of the deposit monies
133 by giving Seller and Broker written notice by no later than five (5) calendar days following the Approval End Date. If Buyer cancels this
134 Contract, then after the Buyer receives the deposit monies, the parties shall have no further obligations under this Contract except those
135 that expressly survive cancellation. If Buyer fails to cancel the Contract within five (5) calendar days following the Approval End Date,
136 Buyer shall have automatically waived Buyer's right to cancel the Contract under this Section 9(B).
137
138

139 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller has has not been notified of any such municipal assessments as
140 explained in this Section.)
141

142 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as
143 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all
144 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the
145 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An
146 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against
147 the Property.
148

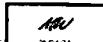
149 **11. QUALITY AND INSURABILITY OF TITLE:**

150 **(A) TITLE.**

151 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory
152 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this
153 Contract. The Deed shall contain the full legal description of the Property.
154

155 This sale will be subject to utility and other easements and restrictions of record, if any, provided such easement or restriction does not
156 (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii)
157 materially and adversely affect the value of the Property. Generally, an easement is a right of a person other than the owner of property to
158 use a portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may
159 use the property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate
160 survey would (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential
161 purposes or (ii) materially and adversely affect the value of the Property. A violation of any restriction shall not be a reason for Buyer
162 refusing to complete the Closing as long as the title company insures Buyer against loss at regular rates. The sale also will be made subject
163 to applicable zoning ordinances, provided that the ordinances do not render title unmarketable.
164

165 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business
166 in New Jersey, subject only to the claims and rights described in this Section and Section 12. Buyer agrees to order a title insurance
167 commitment (title search) and to furnish a copy to Seller. If Seller's title contains any exceptions other than as set forth in this Section,
168 Buyer shall notify Seller and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the
169 best of Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of
170 the Property for single-family residential purposes. Seller represents that no improvements on adjoining properties extend across any of



11-27-2019
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the boundary lines of the Property.

If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall be returned to Buyer, together with the actual costs of the title search and the survey without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

(B) SURVEY

Broker(s) advise that Buyer should have a survey performed to satisfy Buyer as to, among other things, the boundaries of the Property and the location of improvements thereon, if any. Unless otherwise agreed to by Seller in writing, Buyer shall bear the cost of such survey. If Buyer obtains a survey of the Property and the survey reveals any facts which would (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii) materially and adversely affect the value of the Property, then Buyer shall have the right to cancel this Contract and receive a refund of the deposit monies by giving Seller and Broker written notice within five (5) calendar days after Buyer's receipt of the survey, but in no event more than days (if left blank, then forty-five (45) days) after execution of this Contract, otherwise Buyer's right to cancel this Contract under this Section 11(B) is waived. When Closing occurs, Buyer shall be deemed to have accepted any facts shown on an accurate current survey of the Property, whether or not Buyer obtains a survey.

12. POSSESSION:

Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right affecting the Property from the proceeds of this sale at or before the Closing.

13. DUE DILIGENCE CONTINGENCY CLAUSE:

(A) RESPONSIBILITIES OF PROPERTY OWNERSHIP

Buyer and Seller acknowledge and agree that all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the purchase and sale of the Property. For example, and not by way of limitation, Brokers and salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating zoning restrictions, requirements of local building and fire codes, the availability of utilities (such as sanitary sewer, water, electric and gas), the possible presence of freshwater wetlands and their associated buffer areas, and possible environmental conditions which might affect the Property, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

(B) BUYER'S RIGHT TO PERFORM DUE DILIGENCE

(E) BUYER'S RIGHT TO PERFORM DUE DILIGENCE.
Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge of Buyer as to the value of the land and whatever improvements are upon the Property, and not on any representation made by Seller, Brokers or their agents as to the character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to perform due diligence with respect to all aspects of the Property, including the right to have any aspect of the Property inspected and evaluated by "qualified inspectors" (as the term is defined in subsection C below) for the purpose of determining whether the Property is suitable for Buyer's intended use and the existence of any restrictions, requirements or environmental conditions such as outlined above in Subsection (A). If Buyer chooses to perform such due diligence, including the inspections and evaluations of the Property referred to in this paragraph, such due diligence must be completed within _____ (if left blank, then 30) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within _____ (if left blank, then 30) calendar days after the parties agree to the terms of this Contract. Completing such inspections and evaluations is referred to as the "Due Diligence Time Period."

Within seven (7) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within seven (7) calendar days after the parties agree to the terms of this Contract, Seller shall provide Buyer, to the extent available to Seller, complete copies of Seller's title insurance policy for the Property, current property tax bill for the Property, any and all environmental test results, studies or reports pertaining to the Property, including any percolation test results, copies of the septic system design, any and all utility "will serve" letters, copies of any governmental approval or permit related to the property including, but not limited to, any variance or subdivision approval, any and all wetlands delineation(s) for the Property, and any and all documentation related to the Property's farmland assessment, Pinelands credit(s), or any other preferential governmental benefit.

(C) QUALIFICATIONS OF INSPECTORS.

Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified by the State of New Jersey for such purpose.

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Buyer's
Initials:

**Seller's
Initials:**

231 **(D) BUYER'S RIGHT TO CANCEL CONTRACT.**

232 If any restrictions, requirements, environmental conditions or other matters such as outlined above in Subsection (A) are not satisfactory
233 to Buyer and/or are reported by the qualified inspectors within the Due Diligence Time Period, and are not satisfactory to Buyer, then
234 Buyer shall have the right to void this Contract by notifying Seller in writing within seven (7) business days after the end of the Due
235 Diligence Time Period. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's
236 right to cancel this Contract under this Section 13(D) and this Contract shall remain in full force, and Seller shall be under no obligation
237 to remove, satisfy, correct or cure any of the restrictions, requirements, environmental conditions or other matters set forth in the
238 inspection reports or that are not otherwise satisfactory to Buyer.

239
240 **(E) FLOOD HAZARD AREA (IF APPLICABLE).**

241 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of
242 the Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten
243 (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided
244 in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this
245 Contract. For a flood policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood
246 policies to be in effect for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a
247 flood insurance policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.
248

249 The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance
250 policy premiums based on the risk of flooding in the area where properties are located. In considering Buyer's purchase of this Property,
251 Buyer is urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the
252 premiums that are likely to be required to purchase such insurance and any available information about how those premiums may
253 increase in the future.

254
255 **14. MEGAN'S LAW STATEMENT:**

256 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders
257 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law
258 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information
259 as may be disclosable to you.

260
261 **15. MEGAN'S LAW REGISTRY:**

262 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither
263 Seller nor any real estate broker nor salesperson make any representation as to the accuracy of the registry.

264
265 **16. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

266 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq., the clerks of municipalities in
267 New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition.
268 Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become
269 familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a
270 municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

271
272 **17. AIR SAFETY AND ZONING NOTICE:**

273 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of
274 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to
275 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and
276 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards
277 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges
278 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to
279 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Ewing Tp.	Trenton-Mercer County
Andover Tp.	Aeroflex-Andover & Newton	E. Hanover Tp.	Morristown Municipal
Bedminster Tp.	Somerset	Florham Park Bor.	Morristown Municipal
Berkeley Tp.	Ocean County	Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown
Berlin Bor.	Camden County	Franklin Tp. (Hunterdon Cty.)	Sky Manor
Blairstown Tp.	Blairstown	Franklin Tp. (Somerset Cty.)	Central Jersey Regional
Branchburg Tp.	Somerset	Green Tp.	Trineca
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Hammonton Bor.	Hammonton Municipal
Dennis Tp.	Woodbine Municipal	Hanover Tp.	Morristown Municipal
Eagleswood Tp.	Eagles Nest	Hillsborough Tp.	Central Jersey Regional

291	Municipality	Airport(s)	Municipality	Airport(s)
292	Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
293	Howell Tp.	Monmouth Executive	Oldsman Tp.	Oldmans
294	Lacey Tp.	Ocean County	Pemberton Tp.	Pemberton
295	Lakewood Tp.	Lakewood	Pequannock Tp.	Lincoln Park
296	Lincoln Park Bor.	Lincoln Park	Readington Tp.	Solberg-Hunterdon
297	Lower Tp.	Cape May County	Rocky Hill Boro.	Princeton
298	Lumberton Tp.	Flying W & South Jersey Regional	Southampton Tp.	Red Lion
299	Manalapan Tp. (Monmouth Cty.)	Old Bridge	Springfield Tp.	Red Wing
300	Mansfield Tp.	Hackettstown	Upper Deerfield Tp.	Bucks
301	Manville Bor.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
302	Medford Tp.	Flying W	Wall Tp.	Monmouth Executive
303	Middle Tp.	Cape May County	Wantage Tp.	Sussex
304	Millville	Millville Municipal	Robbinsville	Trenton-Robbinsville
305	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross	West Milford Tp.	Greenwood Lake
306	Monroe Tp. (Middlesex Cty.)	Old Bridge	Winslow Tp.	Camden County
307	Montgomery Tp.	Princeton	Woodbine Bor.	Woodbine Municipal
308	Ocean City	Ocean City		
309				

310 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the
311 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,
312 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and
313 McGuire Airforce Base and NAEC Lakehurst.

314

18. BULK SALES:

315 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,
316 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division
317 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten
318 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by
319 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer
320 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

321

322 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for
323 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax
324 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of
325 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the
326 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent
327 or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as
328 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be
329 asserted under the Law against Buyer.

330

19. NOTICE TO BUYER CONCERNING INSURANCE:

331 Buyer should obtain appropriate liability insurance for the Property. Occasionally, there are issues and delays in obtaining insurance. Be
332 advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore
333 urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

334

20. MAINTENANCE AND CONDITION OF PROPERTY:

335 Seller agrees to maintain the Property in the same condition that the Property is in at the time of the signing of this Contract, reasonable
336 wear and tear excepted. The Property shall be free of all debris and personal property not included in this sale as of the Closing. Seller
337 does not guarantee the continuing condition of the Property as set forth in this Section after the Closing.

338

21. RISK OF LOSS:

339 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until
340 the Closing.

341

22. INITIAL AND FINAL INSPECTIONS:

342 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized
343 representative to conduct an initial and a final inspection of the Property at any reasonable time before the Closing.

351 **23. ADJUSTMENTS AT CLOSING:**

352 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company
353 charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and
354 other conveyancing expenses are to be paid for by Buyer.
355

356 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as
357 real estate taxes, water and sewer charges that could be claims against the Property. If Buyer is assuming Seller's mortgage loan, Buyer
358 shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's mortgage
359 lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the
360 mortgage escrow account.
361

362 Seller agrees to pay any farmland rollback taxes levied against the Property under N.J.S.A. 54:4-23.1 et. seq. Seller's agreement to pay
363 rollback taxes shall survive the Closing.
364

365 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to
366 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called
367 "Exit Tax,") as a condition of the recording of the deed.
368

369 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real
370 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be
371 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.
372

373 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding
374 amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b)
375 execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed
376 in connection with the amount(s) withheld.
377

378 **24. FAILURE OF BUYER OR SELLER TO CLOSE:**

379 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action
380 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action
381 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such
382 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the
383 amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.
384

385 **25. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

386 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate
387 Relationships from the Broker(s) prior to the first showing of the Property.
388

389 **26. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):**

390 (A) Caplan Realty Associates LLC, (name of firm) and its authorized
391 representative(s) Irene Shepherd
392 _____ (name(s) of licensee(s))
393

394 **ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**

395 SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.

396
397 (B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY _____
398 REMAX At Barnegat Bay (name of other firm.) HAS INDICATED THAT IT IS

399 **OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**

400 SELLER'S AGENT BUYER'S AGENT TRANSACTION BROKER.

402 **27. BROKERS' INFORMATION AND COMMISSION:**

403 The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by
404 Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the
405 full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any
406 such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase
407 price set forth in Section 2.
408
409
410

411	RE/MAX at Barnegat Bay	0122390
412	Listing Firm	REC License ID
413	Casey Quinn	1751312
414	Listing Agent	REC License ID
415	221 Lacey Road Forked River, NJ 08731	
416	Address	
417	609-693-5002	609-709-9015
418	Office Telephone	Fax
419	caseyquinnrealtor@gmail.com	(Per Listing Agreement)
420	E-mail	Commission due Listing Firm
421	Caplan Realty associates LLC	2187563
422	Participating Firm	REC License ID
423	Irene Shepherd	9481838
424	Participating Agent	REC License ID
425	2008 Route 37 East, Toms River, NJ 08753	
426	Address	
427	7323617788	7322670857
428	Office Telephone	Fax
429	irenesellshomes@aol.com	Agent Cell Phone
430	E-mail	Commission due Participating Firm

431 **28. EQUITABLE LIEN:**

432 Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount
433 of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to
434 the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who
435 disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s)
436 and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with
437 Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

438 **29. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:** Applicable Not Applicable

439 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract
440 that the person is a licensee. _____ therefore discloses that he/she is licensed in New Jersey as
441 a real estate broker broker-salesperson salesperson referral agent.

442 **30. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**

443 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any
444 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those
445 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who
446 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing
447 when either this Contract is finalized or the parties decide not to proceed with the transaction.

448 **31. PROFESSIONAL REFERRALS:**

449 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers
450 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency
451 of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or
452 salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.

453 **32. ATTORNEY-REVIEW CLAUSE:**

454 **(1) STUDY BY ATTORNEY.**

455 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her
456 review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an
457 attorney for Buyer or Seller reviews and disapproves of the Contract.

471 **(2) COUNTING THE TIME.**

472 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or
473 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

474
475 **(3) NOTICE OF DISAPPROVAL.**

476 If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party
477 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send
478 the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight
479 mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also,
480 but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

481
482 **33. NOTICES:**

483 All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the
484 Attorney-Review Clause Section) or by delivering it personally. The certified letter, email, reputable overnight carrier, fax or electronic
485 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise
486 specified in writing by the respective party.

487
488 **34. NO ASSIGNMENT:**

489 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's
490 rights under this Contract to purchase the Property.

491
492 **35. ELECTRONIC SIGNATURES AND DOCUMENTS:**

493 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,
494 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that
495 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides
496 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to
497 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an
498 electronic signature of one of the parties to this Contract, do not have to be witnessed.

499
500 **36. CORPORATE RESOLUTIONS:**

501 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate
502 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

503
504 **37. ENTIRE AGREEMENT; PARTIES LIABLE:**

505 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its
506 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights
507 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

508
509 **38. APPLICABLE LAWS:**

510 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this
511 Contract or the underlying transaction shall be venued in the State of New Jersey.

512
513 **39. ADDENDA:**

514 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

515 Private Sewage Disposal (Other than Cesspool)
516 Private Well Testing
517 Underground Fuel Tank(s)

518
519 **40. ADDITIONAL CONTRACTUAL PROVISIONS:**

520
521
522
523
524
525
526
527
528
529
530

[signature page to follow]

Buyer's
Initials:

Seller's
Initials:

31 | WITNESS:

		<i>Mark Wrazen</i>	GoDop verified 06/04/24 11:27 AM EDT F13A STG JYG-QHMU
		BUYER	Date
		<i>Dean Rado</i>	06/07/24
		SELLER	Date

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**MENSCHING & LUCARINI, P.C.
COUNSELORS AT LAW
1200 Hooper Avenue - Second Floor
Toms River, New Jersey 08753**

John J. Mensching
Dale S. Orlovsky
Of counsel

(732) 244-3700
(732) 244-8383 fax

June 10, 2024

Greg J Hock, Esq.
D'Arcy Johnson Day
204 Court House Lane
Toms River, NJ 08754

Re: Wrazen from Rado- 429 Boxwood Drive, Forked River, NJ 08731

Dear Mr. Hock:

Please be advised that this office shall represent the interests of the Buyer, Wrazen Homes, LLC in the above-referenced settlement. It is my understanding that your offices shall represent the Sellers. I have had the opportunity to review the Real Estate Sales Contract in this matter and do hereby disapprove of the same as written. However, I am authorized to approve of the Real Estate Sales Contract provided the following changes are made thereto:

1. With respect to paragraph 3(C), the escrow agent shall be the law offices of Mensching & Lucarini. I shall instruct the Buyer to forward the additional deposit in the amount of ten thousand dollars (\$10,000.00) to our offices within five (5) days from the conclusion of the attorney review. Said item shall be made payable to Mensching & Lucarini, Attorney Trust Account. The deposit shall be held in a non-interest bearing account. I have calendared June 17, 2024, as the date this office should be in receipt of the additional deposit in the amount of ten thousand dollars (\$10,000.00). I will notify your offices once I have received the additional deposit. Accordingly, with respect to paragraph 3(B), the same shall be modified to provide that the additional deposit in the amount of ten thousand dollars (\$10,000.00) shall be due and payable within five (5) days from the conclusion of the attorney review;
2. With respect to paragraph 3(D), the settlement shall take place at the law offices of Mensching & Lucarini, situated at 1200 Hooper Avenue, Toms River, NJ 08753, within ten (10) days from the date the due diligence investigation contingency is satisfied;
3. With respect to paragraph 8, the same shall be deleted with the understanding that either party reserves the right to make Time of the Essence in accordance with the guidelines establish by the laws of the State of New Jersey upon properly serving the other party with said Notice;
4. With respect to paragraph 13, Buyer and Seller acknowledge and agree that all aspects of this transaction require considerable analysis and investigation by Buyer prior to closing title to the property. Accordingly, Buyer, at Buyer's sole cost and

expense, is granted the right to perform a Due Diligence Investigation with respect to all aspects of the property including, but not limited to, the right to have any aspect of the property inspected and evaluated by qualified contractors to determine whether the property is suitable for Buyer's intended use to construct a single-family residence in accordance with the ordinances of the Township of Lacey, as well as to determine the existence of any restrictions, requirements, or environmental conditions that may affect the subject premises and whether the premises are properly zoned for the use contemplated by the Buyer. The Buyer shall have thirty (30) days from the conclusion of the attorney review to conduct its investigation of the subject premises to determine whether the acquisition of the subject premises is in the best interest of the Buyer. Sellers and Buyer shall execute a memorandum that sets forth the commencement date and termination date for the due diligence investigation. Within the Due Diligence Term, the Buyer shall make all such inquiries and investigations as Buyer deems necessary. Any third-parties Buyer contemplates to have conduct such investigations or inspections at the Premises must first provide proof of licensing, adequate liability insurance coverage and proof of workers' compensation coverage reasonably satisfactory to the Seller. If, during the Due Diligence Term, the Buyer concludes that Buyer does not desire to consummate this transaction for any or no reason, Buyer may terminate the within Agreement, by written notice given to the Seller, in accordance with the notice provision set forth in the within Agreement on or before 5:00 p.m. Failure to provide such timely notice shall be deemed Buyer's waiver of this right and Buyer shall proceed to closing subject to the remaining terms of this Agreement. Upon a timely termination of this Agreement by the Buyer, Buyer shall receive, from the Escrow Agent, the refund of the entire deposit in the amount of ten thousand dollars (\$10,000.00) and thereafter, the parties shall have no further obligation to one another;

5. With respect to paragraph 18, please confirm that no Bulk Sale Notification is required;
6. Sellers represent as follows (these representations shall also be true as of the date of closing):
 - A. The property is not the subject matter of any other pending or threatened litigation, including, but not limited to, eminent domain, condemnation, boundary line dispute, or a quiet title action.
 - B. There are no known adverse environmental conditions affecting the premises.
 - C. The seller has not been notified by any government agency of any environmental issues with respect to the property.
 - D. The seller has not received notice of any land use application affecting the subject premises or any property located within a 200 foot radius of the subject property.
 - E. No portion of the property has been designated as wetlands, pinelands, historical site, and/or green acres.

- F. The premises comprise of a buildable lot in accordance with the existing zoning ordinances of the Township of Lacey without the necessity of obtaining any variance or other governmental approvals.
- G. In the event city water and city sewer services shall service the subject premises, the Seller represents that the sewer and water laterals have been installed up to the subject premises.

Would you be so kind as to review the foregoing modifications and if same are in order, and to the extent that you are so expressly authorized to do so, kindly acknowledge acceptance in the space provided below, so as to conclude attorney review.

Would you also be so kind as to provide this office any title information, including but not limited to, a survey covering the subject premises immediately upon conclusion of the attorney review.

Would you also be so kind as to provide this office with any work product that the Seller may have performed such as, engineering results, environmental studies, or any other information pertaining to this lot.

I will keep you advised as to the status of the due diligence investigation that is to be undertaken by the Buyer in this matter. I will forward to you a Due Diligence Memorandum that sets forth the commencement and expiration date of the Due Diligence Term.

I have been authorized to order the preliminary title reporting this matter and I have done so.

I look forward to working with your offices.

Very truly yours,
Dale S. Orlovsky
DALE S. ORLOVSKY

DSO:sc
via email
Enclosure(s)

cc: Client (via email)
Irene Shepherd/Caplan Realty (via email)
Casey Quinn/Remax at Barnegat Bay (via email)

I hereby acknowledge and agree to the foregoing.

Dated: _____

Greg J Hock, Esq.



D'ARCY JOHNSON DAY

L A W Y E R S

Egg Harbor | Atlantic City | Toms River | Sea Girt | Manhattan

GREGORY J. HOCK, ESQ.
gh@djd.law

June 18, 2024

Via Email

Dale S. Orlovsky, Esq

**RE: Coastal Construction to Wrazen Homes, LLC
429 Boxwood Drive, Lacey Township, New Jersey
Block 353, Lot 18.01**

Dear Mr. Orlovsky:

Please be advised that this office represents **Coastal Construction Group, LLC**, seller of the above referenced property under the Contract of Sale dated June 7, 2024. My office has reviewed the pre-printed Contract for Sale with our client and your letter dated June 10, 2023, and under the Attorney Review Clause we wish to disapprove of the same in their current form. However, the Contract will be acceptable and approved upon incorporation of the following additions and revisions:

1. Usage of Terms. This Rider is intended to be attached to and supplement the terms of the preprinted Contract for Sale of Real Estate. The preprinted Contract shall be referred to as "Contract." This Rider shall be referred to as "Rider." The Contract and Rider shall be referred to from time to time collectively as "Agreement." All references in the Contract to a Contract shall be references to the "Agreement." In the event of any conflict or inconsistency between the Contract and Rider, this Rider shall control.
2. Neither the Seller, nor the Seller's attorney, shall be required to attend closing, but rather may conduct closing via priority overnight mail.
3. In connection with Paragraph 11, Line 173-177, the Seller's responsibility to refund any costs to the Buyer, with the exception of the Buyer's deposit, shall be limited to \$500.00.
4. All references to liquidated damages shall be deleted.
5. Paragraph 26 shall be amended to remove any reference to seller paying any portion of Buyer's title and/or settlement fees.

Coastal Construction to Wrazen

Page 2 of 4

6. Paragraphs 28 shall be deleted in its entirety. Any other reference in the contract allowing the broker's commissions to be a lien on the premises is hereby omitted.
7. Buyer shall provide proof of accessible funds to close within 10 days.
8. This agreement shall not be contingent on buyer selling any real or personal property.
9. This agreement shall not be contingent on buyer obtaining a mortgage.
10. Seller represents to the best of Seller's knowledge, no hazardous waste, fuel oil, and toxic chemicals have been spilled, leaked, pumped, emitted, poured, emptied, or dumped on the property by former owners and Seller, voluntarily or involuntarily. In the event hazardous materials are discovered on the property, the Buyer may terminate the Contract and all deposit monies paid will be returned.
11. Seller represents to the best of Seller's knowledge that there are no underground or above ground oil or gas storage tanks on the property. If there are underground oil or gas storage tanks on the property, Buyer shall have the right to cancel the contract if the parties cannot agree on a resolution.
12. Seller represents they have made no improvement to the premises which would require a construction or other work permit from the municipality without having first obtained same and that all approvals for such work, if any, were obtained. If permits were obtained, Seller represents that all approvals for said work were also obtained. For completed work performed, Seller also represents that there are no outstanding taxes due as a result of any added assessments related to the work performed which have not yet been billed by the municipality.
13. Seller confirms that they have not been advised of any pending or proposed municipal or association assessments or increases that may impact the property.
14. The Seller shall be liable for the cost of processing fees charged by the Association for resale documentation, if any.
15. The Seller represents they have not received any notices of development applications for the municipal Planning Board or Zoning Board in the last twelve (12) months.
16. Seller represents there are no other service leases or contracts, i.e., alarm system, solar panel associated with the property. If such leases or contracts are in effect, Seller should provide copies of same prior to the end of the inspection period. Buyer has no obligation to assume such lease or contract, if unsatisfactory to Buyer, Seller shall terminate same. If Seller refuses, Buyer may cancel this contract and have all deposit monies immediately returned to Buyer.
17. Upon the conclusion of attorney review, Seller shall provide for the attorney for the Buyer, any and all back title in their possession, including, but not limited to, a copy of their Deed, Survey, Association Rules and Regulations and By-Laws, if applicable, and Title Insurance

Coastal Construction to Wrazen
Page 3 of 4

Policy.

18. The Seller and Buyer agree that any errors in making the final adjustments at the time of closing shall be corrected and paid within ten (10) days after written notification of such error by either party or their respective attorney. This representation shall survive closing of title, notwithstanding the delivery and acceptance of the Deed and the execution of the RESPA settlement statement.
19. All representations of the Seller in the Agreement and the Sellers' Disclosure are meant to be to the best of Seller's knowledge, information and belief. In the event any of the representations set forth in the Contract by the Seller prove to be inaccurate, sellers sole liability hereunder shall be limited to return of the deposit monies, and upon return of the deposit monies to the buyer, all rights and liabilities of the parties to the Agreement shall cease and terminate. None of sellers' representations shall survive closing.

As to your letter dated June 10, 2024, seller replies as follows:

1. Agreed.
2. Agreed, subject to above.
3. Agreed
4. Agreed, provided no additional agreement need to signed by the parties, and the 30 day period shall commence at the conclusion of attorney review.
5. To the best of seller's knowledge, no Bulk Sale Notification is required.
6. To the best of seller's knowledge (as of today) seller represents:
 - A. Agreed provided this sale is subject to Chapter 11 Bankruptcy trustee.
 - B. Agreed.
 - C. Agreed.
 - D. Agreed.
 - E. Agreed.
 - F. Agreed.

G. Disagreed. Water and sewer are in the street as far as seller knows, but service does not extend beyond the curb line. Buyer should conduct their own due diligence in this regard.

Please review this Rider and Contract for Sale. If these additions/revisions are acceptable to you, please execute the same and forward a copy to my office as soon as possible. I will forward you copies of any back title or surveys as well as a sellers' information sheet as soon as I receive them from my clients. I look forward to working with you and if you have any questions, please do not hesitate to contact me at your convenience.

The most effective form of communication is to contact me via email at gh@djd.law, or to contact my real estate paralegal, Cheric Deligny, at 732-288-1950, or via email at cdeligny@shoresettlements.com.

Coastal Construction to Wrazen
Page 4 of 4

VERY TRULY YOURS,

George J. Hart

GREGORY J. HOCK

CC: Realtors
Client

AGREED TO AND ACCEPTED THIS ____ DAY _____, 2024. ATTORNEY
REVIEW CONCLUDED:

By: Dale S. Orlofsky

**MENSCHING & LUCARINI, P.C.
COUNSELORS AT LAW
1200 Hooper Avenue - Second Floor
Toms River, New Jersey 08753**

John J. Mensching
Dale S. Orlovsky
Of counsel

(732) 244-3700
(732) 244-8383 fax

June 19, 2024

Greg J Hock, Esq.
D'Arcy Johnson Day
204 Court House Lane
Toms River, NJ 08754

Re: Wrazen Homes, LLC from Coastal Construction Group, LLC- 429 Boxwood Drive,
Forked River, NJ 08731

Dear Mr. Hock:

I am in receipt of your firm's disapproval letter dated June 18, 2024 that I have had the opportunity to review with the Buyer's representative and I have been authorized to respond as follows to the modifications proposed by your offices:

I. As to the proposed modifications to the Real Estate Sales Contract:

1. With respect to paragraph 1, the same is acceptable with the understanding that any agreed upon comments and/or modifications made by the Seller's attorney during the attorney review and any agreed upon comments and/or modifications made by the Buyers' attorney during the attorney review, shall govern the relationship of the parties to this transaction and shall have precedence over the Real Estate Sales Contract and any original terms set forth in either the Buyers' attorney review or the Seller's attorney review;
2. With respect to paragraph 2, the same is acceptable;
3. With respect to paragraph 3, the same is acceptable;
4. With respect to paragraph 4, the same is acceptable;
5. With respect to paragraph 5, the same is acceptable;
6. With respect to paragraph 6, the same is acceptable;
7. With respect to paragraph 7, please see Proof of Funds attached hereto that has issued from TD Bank, with certain information being redacted;
8. With respect to paragraph 8, the same is acceptable;
9. With respect to paragraph 9, the same is acceptable;

10. With respect to paragraph 10, the same is acceptable;
11. With respect to paragraph 11, the same is acceptable;
12. With respect to paragraph 12, the same is acceptable;
13. With respect to paragraph 13, the same is acceptable;
14. With respect to paragraph 14, the same is acceptable. However, please have the Seller also represent that this property is not governed by an Association;
15. With respect to paragraph 15, the same is acceptable;
16. With respect to paragraph 16, the same is acceptable;
17. With respect to paragraph 17, the same is acceptable. Please provide any information that your client or your offices may have that pertains to the subject premises;
18. With respect to paragraph 18, the same is acceptable;
19. With respect to paragraph 19, the same is acceptable.

II. As to your firm's response to our firm's disapproval letter:

1. With respect to paragraph 1, the same is acceptable;
2. With respect to paragraph 2, the same is acceptable;
3. With respect to paragraph 3, the same is acceptable;
4. With respect to paragraph 4, the same is acceptable;
5. With respect to paragraph 5, the same is acceptable;
6. With respect to paragraph 6A, the same is acceptable with the understanding that the Seller shall have sixty (60) days from the conclusion of the attorney review to obtain the Bankruptcy Court approval for the sale of the subject premises to the Buyer;
7. With respect to paragraphs 6B, C, D, E, and F, the same are acceptable;
8. With respect to paragraph 6G, the same is acceptable.

I have therefore been authorized to execute your firm's disapproval letter, provided, the foregoing responses are acceptable to your offices and to your client. Would you be so kind as to

review the foregoing, and if the same are in order, please acknowledge acceptance in the space provided below so as to conclude attorney review.

Please keep this office advised as to the status of the Bankruptcy Court approval. Please also provide this office with the docket information for the bankruptcy proceeding.

The Buyer has also advised our offices that there is another lot that your client may own that is situated across the street from the within property. The Buyer is very much interested in acquiring this property. Would you be so kind as to provide this office with the pertinent information concerning the sale of the above-referenced property.

Very truly yours,
Dale S. Orlovsky
DALE S. ORLOVSKY

DSO:sc
via email
Enclosure(s)

cc: Client (via email)
Irene Shepherd/Caplan Realty (via email)
Casey Quinn/Remax at Barnegat Bay (via email)

I hereby acknowledge and agree to the foregoing.

Dated: _____

Greg J Hock, Esq.



D'ARCY JOHNSON DAY

L A W Y E R S

Egg Harbor | Atlantic City | Toms River | Sea Girt | Manhattan

GREGORY J. HOCK, Esq.
gh@djd.law

June 25, 2024

Via Email

Dale S. Orlovsky, Esq

**RE: Coastal Construction to Wrazen Homes, LLC
429 Boxwood Drive, Lacey Township, New Jersey
Block 353, Lot 18.01**

Dear Mr. Orlovsky:

Thank you for your letter dated June 19, 2026.

As to the paragraphs that require a response, seller says:

I-7. Proof of funds was not attached. Please forward.

I-14. Seller is aware of an entity called the "Sunrise Beach Association." Seller is not aware of how formal or informal this entity may be, but to the best of seller's knowledge it essentially a deed right to some common waterfront elements such as a beach and/or boat ramp.

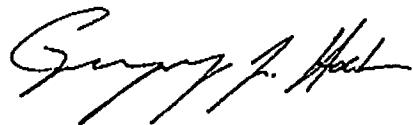
II-6. Agreed to the 60 day approval from the Bankruptcy Trustee. Buyer's remedy shall be cancellation of the contract, and return of all deposits.

Please review this Rider and Contract for Sale. If these additions/revisions are acceptable to you, please execute the same and forward a copy to my office as soon as possible

The most effective form of communication is to contact me via email at gh@djd.law, or to contact my real estate paralegal, Cheric Deligny, at 732-288-1950, or via email at cdeligny@shoresettlements.com.

Coastal Construction to Wrazen
Page 2 of 2

VERY TRULY YOURS,



GREGORY J. HOCK

CC: Realtors
Client

AGREED TO AND ACCEPTED THIS 25th DAY Feb, 2024. ATTORNEY
REVIEW CONCLUDED:

By: 
Dale S. Orlofsky

NOTICE
TO BUYER AND SELLER
READ THIS NOTICE BEFORE SIGNING THE CONTRACT

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1) As a real estate broker, I represent: the seller, not the buyer; the buyer, not the seller;
 both the seller and the buyer; neither the seller nor the buyer.

The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

Authentication:			
<i>Dean Rado</i>		06/27/24	
SELLER	DATE	Authentication:	06/27/24 11:08 AM EDT
SELLER	DATE	Authentication:	06/27/24 10:44 AM EDT
SELLER	DATE	Authentication:	06/27/24 10:44 AM EDT
SELLER	DATE	Authentication:	06/27/24 10:44 AM EDT
<i>Casey Quinn</i>		06/27/24	
Listing Broker		Authentication:	
<i>Irene Shepherd</i>		06/27/24 10:44 AM EDT	
Name of Real Estate Licensee		4E4Y-AT3F-EDXD-WZG1	

Prepared by: Irene Shepherd
 Name of Real Estate Licensee





SALES CONTRACT FOR VACANT ONE-FAMILY RESIDENTIAL LOTS

©2019 New Jersey REALTORS®

THIS FORM MAY BE USED ONLY IN THE SALE OF VACANT ONE-FAMILY LOT.

THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS
PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS.
DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE
CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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3	3. MANNER OF PAYMENT	19. NOTICE TO BUYER CONCERNING	31. BROKERS TO RECEIVE CLOSING
4	4. SUFFICIENT ASSETS	INSURANCE	32. DISCLOSURE AND OTHER DOCUMENTS
5	5. ACCURATE DISCLOSURE OF SELLING	20. MAINTENANCE AND CONDITION OF	33. PROFESSIONAL REFERRALS
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7	6. ITEMS INCLUDED IN SALE	21. RISK OF LOSS	35. NOTICES
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16	15. MEGAN'S LAW REGISTRY	27. BROKERS' INFORMATION AND	PROVISIONS
17	16. NOTIFICATION REGARDING OFF-SITE	COMMISSION	
18	CONDITIONS	28. EQUITABLE LIEN	

1. PARTIES AND PROPERTY DESCRIPTION:

Wrazen Homes LLC ("Buyer"), ("Buyer"),

____ ("Buyer"), ("Buyer"),

whose address is/are _____

AGREES TO PURCHASE FROM

Coastal Construction Group LLC ("Seller"), ("Seller"),

____ ("Seller"), ("Seller"),

whose address is/are _____

THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: 427 Boxwood Drive, , NJ 08731

shown on the municipal tax map of Lacey Township County Ocean County

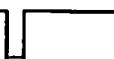
as Block 354 Lot 5 (the "Property").

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.**2. PURCHASE PRICE:****TOTAL PURCHASE PRICE \$ 175,000**

INITIAL DEPOSIT \$ 0

ADDITIONAL DEPOSIT \$ 10,000

BALANCE OF PURCHASE PRICE \$ 165,000.00

Buyer's
Initials:Seller's
Initials:

51 **3. MANNER OF PAYMENT:**

52 (A) **INITIAL DEPOSIT** to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company
53 Other _____, on or before _____ (date) (if left blank, then within five (5)
54 business days after the fully signed Contract has been delivered to both the Buyer and the Seller).

56 (B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on
57 or before 07/01/2024 (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been
58 delivered to both the Buyer and the Seller).

60 (C) **ESCROW:** All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST
61 BEARING TRUST ACCOUNT of Buyers Attorney, ("Escrowee"), until the Closing, at which time all
62 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed
63 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may
64 place the deposit monies in Court requesting the Court to resolve the dispute.

66 (D) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's or trust
67 account check.

69 Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on 07/31/2024
70 (date), or, if this Contract is subject to a contingency set forth in
71 Section 9(B), then the closing shall take place _____ days (if left blank, then ten (10) days) following the satisfaction or waiver of such
72 contingency, at the office of Buyer's closing agent or such other place as Seller and Buyer may agree ("the Closing").

74 **4. SUFFICIENT ASSETS:**

75 Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets to complete the Closing. Should Buyer not have
76 sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.

78 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

79 Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and
80 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as
81 required by law.

83 **6. ITEMS INCLUDED IN SALE:**

84 The Property includes any and all shrubbery, plantings and fencing, if any, all of which are included in this sale.

85 The following items are also specifically included (If reference is made to the MLS Sheet and/or any other document, then the document(s)
86 referenced should be attached.):
87 _____
88 _____
89 _____
90 _____
91 _____

92 **7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)
93 _____
94 _____
95 _____
96 _____
97 _____
98 _____

99 **8. DATES AND TIMES FOR PERFORMANCE:**

100 With the exception of any deadline for Buyer to obtain the Approvals (as that term is defined in Section 9(B) below, Seller and Buyer
101 agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this
102 Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required
103 by applicable law.
104 _____
105 _____
106 _____
107 _____
108 _____
109 _____
110 _____

111 **9. ZONING COMPLIANCE:**112 **(A) REPRESENTATIONS.**

113 Seller represents that the Property is zoned for use as a single-family residential lot. Seller makes no other representations concerning
114 existing zoning ordinances, building or fire codes or other laws and regulations that may affect the nature and extent of the use of the
115 Property. Seller represents that a wetlands delineation has been prepared for the Property, a copy of which is attached; to the Seller's
116 knowledge, no wetlands delineation has been prepared for the Property. Seller represents that Seller does not own any property contiguous
117 to the Property; owns the following described property(ies) contiguous to the Property:
118
119
120
121

122 **(B) APPROVAL CONTINGENCY.**

123 Buyer and Seller acknowledge that there are no contingencies with respect to the Buyer's ability to obtain any governmental approvals
124 and/or permits.

125 Buyer's obligations under this Contract are contingent upon Buyer securing any and all land use approvals (the "Approvals"), at Buyer's
126 sole cost and expense, necessary to construct an approximately _____ square foot single-family dwelling on the Property. Buyer shall
127 have _____ calendar days (if left blank, then forty-five calendar (45) days) from the execution of this Contract or, if this Contract is timely
128 disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within _____ calendar days (if left
129 blank, then forty-five calendar (45) days) after the parties agree to the terms of this Contract, to apply for all Approvals (the "Application
130 Deadline"). Buyer shall diligently and continuously pursue the Approvals. Buyer shall have _____ calendar days (if left blank, then ninety
131 calendar (90) days) from the date the Application is filed to obtain all Approvals (the "Approval End Date"). If Buyer is unable, after diligent
132 effort, to obtain the Approvals by the Approval End Date, Buyer may cancel this Contract and receive a refund of the deposit monies
133 by giving Seller and Broker written notice by no later than five (5) calendar days following the Approval End Date. If Buyer cancels this
134 Contract, then after the Buyer receives the deposit monies, the parties shall have no further obligations under this Contract except those
135 that expressly survive cancellation. If Buyer fails to cancel the Contract within five (5) calendar days following the Approval End Date,
136 Buyer shall have automatically waived Buyer's right to cancel the Contract under this Section 9(B).
137
138

139 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller has has not been notified of any such municipal assessments as
140 explained in this Section.)
141

142 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as
143 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all
144 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the
145 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An
146 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against
147 the Property.
148

149 **11. QUALITY AND INSURABILITY OF TITLE:**150 **(A) TITLE**

151 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory
152 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this
153 Contract. The Deed shall contain the full legal description of the Property.
154

155 This sale will be subject to utility and other easements and restrictions of record, if any, provided such easement or restriction does not
156 (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii)
157 materially and adversely affect the value of the Property. Generally, an easement is a right of a person other than the owner of property to
158 use a portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may
159 use the property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate
160 survey would (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential
161 purposes or (ii) materially and adversely affect the value of the Property. A violation of any restriction shall not be a reason for Buyer
162 refusing to complete the Closing as long as the title company insures Buyer against loss at regular rates. The sale also will be made subject
163 to applicable zoning ordinances, provided that the ordinances do not render title unmarketable.
164

165 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business
166 in New Jersey, subject only to the claims and rights described in this Section and Section 12. Buyer agrees to order a title insurance
167 commitment (title search) and to furnish a copy to Seller. If Seller's title contains any exceptions other than as set forth in this Section,
168 Buyer shall notify Seller and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the
169 best of Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of
170 the Property for single-family residential purposes. Seller represents that no improvements on adjoining properties extend across any of
Buyer's Initials: Seller's Initials:

171 the boundary lines of the Property.
172

173 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase
174 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall
175 be returned to Buyer, together with the actual costs of the title search and the survey without further liability to Seller, or to proceed with
176 the Closing without any reduction of the purchase price.
177

178 **(B) SURVEY**

179 Broker(s) advise that Buyer should have a survey performed to satisfy Buyer as to, among other things, the boundaries of the Property and
180 the location of improvements thereon, if any. Unless otherwise agreed to by Seller in writing, Buyer shall bear the cost of such survey. If
181 Buyer obtains a survey of the Property and the survey reveals any facts which would (i) substantially interfere with or unreasonably limit
182 Buyer's intended use of the Property for single-family residential purposes or (ii) materially and adversely affect the value of the Property,
183 then Buyer shall have the right to cancel this Contract and receive a refund of the deposit monies by giving Seller and Broker written
184 notice within five (5) calendar days after Buyer's receipt of the survey, but in no event more than _____ days (if left blank, then forty-five (45)
185 days) after execution of this Contract, otherwise Buyer's right to cancel this Contract under this Section 11(B) is waived. When Closing
186 occurs, Buyer shall be deemed to have accepted any facts shown on an accurate current survey of the Property, whether or not Buyer
187 obtains a survey.
188

189 **12. POSSESSION:**

190 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or
191 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right
192 affecting the Property from the proceeds of this sale at or before the Closing.
193

194 **13. DUE DILIGENCE CONTINGENCY CLAUSE:**

195 **(A) RESPONSIBILITIES OF PROPERTY OWNERSHIP.**

196 Buyer and Seller acknowledge and agree that all aspects of this transaction require considerable analysis and investigation by Buyer
197 before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the
198 New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities
199 pertaining to the purchase and sale of the Property. For example, and not by way of limitation, Brokers and salespersons have no special
200 training, knowledge or experience with regard to discovering and/or evaluating zoning restrictions, requirements of local building and
201 fire codes, the availability of utilities (such as sanitary sewer, water, electric and gas), the possible presence of freshwater wetlands and
202 their associated buffer areas, and possible environmental conditions which might affect the Property, such as the existence of radon gas,
203 formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or
204 water.
205

206 **(B) BUYER'S RIGHT TO PERFORM DUE DILIGENCE.**

207 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the
208 knowledge of Buyer as to the value of the land and whatever improvements are upon the Property, and not on any representation
209 made by Seller, Brokers or their agents as to the character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense,
210 is granted the right to perform due diligence with respect to all aspects of the Property, including the right to have any aspect of the
211 Property inspected and evaluated by "qualified inspectors" (as the term is defined in subsection C below) for the purpose of determining
212 whether the Property is suitable for Buyer's intended use and the existence of any restrictions, requirements or environmental conditions
213 such as outlined above in Subsection (A). If Buyer chooses to perform such due diligence, including the inspections and evaluations of
214 the Property referred to in this paragraph, such due diligence must be completed within _____ (if left blank, then 30) calendar days
215 after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-
216 Review Clause Section of this Contract, then within _____ (if left blank, then 30) calendar days after the parties agree to the terms of
217 this Contract. Completing such inspections and evaluations is referred to as the "Due Diligence Time Period."
218

219 Within seven (7) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney
220 as provided in the Attorney-Review Clause Section of this Contract, then within seven (7) calendar days after the parties agree to the
221 terms of this Contract, Seller shall provide Buyer, to the extent available to Seller, complete copies of Seller's title insurance policy
222 for the Property, current property tax bill for the Property, any and all environmental test results, studies or reports pertaining to the
223 Property, including any percolation test results, copies of the septic system design, any and all utility "will serve" letters, copies of any
224 governmental approval or permit related to the property including, but not limited to, any variance or subdivision approval, any and
225 all wetlands delineation(s) for the Property, and any and all documentation related to the Property's farmland assessment, Pinelands
226 credit(s), or any other preferential governmental benefit.
227

228 **(C) QUALIFICATIONS OF INSPECTORS.**

229 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or
230 certified by the State of New Jersey for such purpose.

Buyer's
Initials:  

Seller's
Initials:  

(D) BUYER'S RIGHT TO CANCEL CONTRACT.

If any restrictions, requirements, environmental conditions or other matters such as outlined above in Subsection (A) are not satisfactory to Buyer and/or are reported by the qualified inspectors within the Due Diligence Time Period, and are not satisfactory to Buyer, then Buyer shall have the right to void this Contract by notifying Seller in writing within seven (7) business days after the end of the Due Diligence Time Period. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract under this Section 13(D) and this Contract shall remain in full force, and Seller shall be under no obligation to remove, satisfy, correct or cure any of the restrictions, requirements, environmental conditions or other matters set forth in the inspection reports or that are not otherwise satisfactory to Buyer.

(E) FLOOD HAZARD AREA (IF APPLICABLE).

The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract. For a flood policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood policies to be in effect for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood insurance policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. In considering Buyer's purchase of this Property, Buyer is urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

14. MEGAN'S LAW STATEMENT:

Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

15. MEGAN'S LAW REGISTRY:

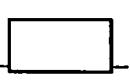
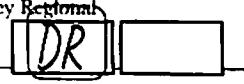
Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither Seller nor any real estate broker nor salesperson make any representation as to the accuracy of the registry.

16. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq., the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

17. AIR SAFETY AND ZONING NOTICE:

Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Ewing Tp.	Trenton-Mercer County
Andover Tp.	Aerosflex-Andover & Newton	E. Hanover Tp.	Morristown Municipal
Bedminster Tp.	Somerset	Florham Park Bor.	Morristown Municipal
Berkeley Tp.	Ocean County	Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown
Berlin Bor.	Camden County	Franklin Tp. (Hunterdon Cty.)	Sky Manor
Blairstown Tp.	Blairstown	Franklin Tp. (Somerset Cty.)	Central Jersey Regional
Branchburg Tp.	Somerset	Green Tp.	Trineca
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Hammonton Bor.	Hammonton Municipal
Dennis Tp.	Woodbine Municipal	Hanover Tp.	Morristown Municipal
Eagleswood Tp.	Eagles Nest	Hillsborough Tp.	Central Jersey Regional
		Buyer's Initials:	
			
		Seller's Initials:	

291	Municipality	Airport(s)	Municipality	Airport(s)
292	Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
293	Howell Tp.	Monmouth Executive	Oldsman Tp.	Oldmans
294	Lacey Tp.	Ocean County	Pemberton Tp.	Pemberton
295	Lakewood Tp.	Lakewood	Pequannock Tp.	Lincoln Park
296	Lincoln Park Bor.	Lincoln Park	Readington Tp.	Solberg-Hunterdon
297	Lower Tp.	Cape May County	Rocky Hill Boro.	Princeton
298	Lumberton Tp.	Flying W & South Jersey Regional	Southampton Tp.	Red Lion
299	Manalapan Tp. (Monmouth Cty.)	Old Bridge	Springfield Tp.	Red Wing
300	Mansfield Tp.	Hackettstown	Upper Deerfield Tp.	Bucks
301	Manville Bor.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
302	Medford Tp.	Flying W	Wall Tp.	Monmouth Executive
303	Middle Tp.	Cape May County	Wantage Tp.	Sussex
304	Millville	Millville Municipal	Robbinsville	Trenton-Robbinsville
305	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross	West Milford Tp.	Greenwood Lake
306	Monroe Tp. (Middlesex Cty.)	Old Bridge	Winslow Tp.	Camden County
307	Montgomery Tp.	Princeton	Woodbine Bor.	Woodbine Municipal
308	Ocean City	Ocean City		
309				

310 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the
 311 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,
 312 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and
 313 McGuire Airforce Base and NAEC Lakehurst.

314 **18. BULK SALES:**

315 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,
 316 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division
 317 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten
 318 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by
 319 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer
 320 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

321 If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for
 322 possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax
 323 Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of
 324 available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the
 325 Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent
 326 or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as
 327 otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be
 328 asserted under the Law against Buyer.

329 **19. NOTICE TO BUYER CONCERNING INSURANCE:**

330 Buyer should obtain appropriate liability insurance for the Property. Occasionally, there are issues and delays in obtaining insurance. Be
 331 advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore
 332 urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

333 **20. MAINTENANCE AND CONDITION OF PROPERTY:**

334 Seller agrees to maintain the Property in the same condition that the Property is in at the time of the signing of this Contract, reasonable
 335 wear and tear excepted. The Property shall be free of all debris and personal property not included in this sale as of the Closing. Seller
 336 does not guarantee the continuing condition of the Property as set forth in this Section after the Closing.

337 **21. RISK OF LOSS:**

338 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until
 339 the Closing.

340 **22. INITIAL AND FINAL INSPECTIONS:**

341 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized
 342 representative to conduct an initial and a final inspection of the Property at any reasonable time before the Closing.

343 Buyer's
 344 Initials: 

345 Seller's
 346 Initials: 

351 **23. ADJUSTMENTS AT CLOSING:**

352 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company
353 charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and
354 other conveyancing expenses are to be paid for by Buyer.

355
356 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as
357 real estate taxes, water and sewer charges that could be claims against the Property. If Buyer is assuming Seller's mortgage loan, Buyer
358 shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's mortgage
359 lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the
360 mortgage escrow account.

361
362 Seller agrees to pay any farmland rollback taxes levied against the Property under N.J.S.A. 54:4-23.1 et. seq. Seller's agreement to pay
363 rollback taxes shall survive the Closing.

364
365 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to
366 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called
367 "Exit Tax,") as a condition of the recording of the deed.

368
369 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real
370 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be
371 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

372
373 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding
374 amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b)
375 execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed
376 in connection with the amount(s) withheld.

377 **378 24. FAILURE OF BUYER OR SELLER TO CLOSE:**

379 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action
380 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action
381 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such
382 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the
383 amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

384
385 **25. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

386 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate
387 Relationships from the Broker(s) prior to the first showing of the Property.

388
389 **26. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):**

390 (A) Caplan Realty Associates LLC, (name of firm) and its authorized
391 representative(s) Irene Shepherd _____ (name(s) of licensee(s))

392
393 ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)
394 SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.

395
396 (B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY _____
397 Remax at Barnegat Bay (name of other firm.) HAS INDICATED THAT IT IS
398
399 OPERATING IN THIS TRANSACTION AS A (indicate one of the following)
400 SELLER'S AGENT BUYER'S AGENT TRANSACTION BROKER.

401
402 **27. BROKERS' INFORMATION AND COMMISSION:**

403 The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by
404 Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the
405 full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any
406 such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase
407 price set forth in Section 2.

411 **Remax At Barnegat Bay** 0122390
 412 **Listing Firm** REC License ID
 413
 414 **Casey Quinn** 1751312
 415 **Listing Agent** REC License ID
 416 **221 Lacey Road Forked River, NJ 08731**
 417 Address
 418
 419 **609-693-5002** 609-709-9015
 420 Office Telephone Fax Agent Cell Phone
 421 **caseyquinnrealtor@gmail.com** (Per Listing Agreement)
 422 E-mail **Commission due Listing Firm**
 423
 424 **Caplan Realty associates LLC** 2187563
 425 **Participating Firm** REC License ID
 426 **Irene Shepherd** 9481838
 427 **Participating Agent** REC License ID
 428 **2008 Route 37 East, Toms River, NJ 08753**
 429 Address
 430
 431 **7323617788** 7322670857
 432 Office Telephone Fax Agent Cell Phone
 433
 434 **irenesellshomes@aol.com** 2%
 435 E-mail **Commission due Participating Firm**
 436
 437

28. EQUITABLE LIEN:

438 Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount
 439 of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to
 440 the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who
 441 disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s)
 442 and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with
 443 Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).
 444

445 29. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE: Applicable Not Applicable

446 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract
 447 that the person is a licensee. _____ therefore discloses that he/she is licensed in New Jersey as
 448 a real estate broker broker-salesperson salesperson referral agent.
 449

450 30. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:

451 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any
 452 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those
 453 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who
 454 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing
 455 when either this Contract is finalized or the parties decide not to proceed with the transaction.
 456

457 31. PROFESSIONAL REFERRALS:

458 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers
 459 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency
 460 of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or
 461 salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.
 462

463 32. ATTORNEY-REVIEW CLAUSE:**(1) STUDY BY ATTORNEY.**

464 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her
 465 review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an
 466 attorney for Buyer or Seller reviews and disapproves of the Contract.
 467

471 **(2) COUNTING THE TIME.**

472 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or
473 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.
474

475 **(3) NOTICE OF DISAPPROVAL.**

476 If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party
477 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send
478 the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight
479 mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also,
480 but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.
481

482 **33. NOTICES:**

483 All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the
484 Attorney-Review Clause Section) or by delivering it personally. The certified letter, email, reputable overnight carrier, fax or electronic
485 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise
486 specified in writing by the respective party.
487

488 **34. NO ASSIGNMENT:**

489 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's
490 rights under this Contract to purchase the Property.
491

492 **35. ELECTRONIC SIGNATURES AND DOCUMENTS:**

493 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,
494 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that
495 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides
496 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to
497 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an
498 electronic signature of one of the parties to this Contract, do not have to be witnessed.
499

500 **36. CORPORATE RESOLUTIONS:**

501 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate
502 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.
503

504 **37. ENTIRE AGREEMENT; PARTIES LIABLE:**

505 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its
506 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights
507 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.
508

509 **38. APPLICABLE LAWS:**

510 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this
511 Contract or the underlying transaction shall be venued in the State of New Jersey.
512

513 **39. ADDENDA:**

514 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):
515 Private Sewage Disposal (Other than Cesspool)
516 Private Well Testing
517 Underground Fuel Tank(s)
518

519 **40. ADDITIONAL CONTRACTUAL PROVISIONS:**

520
521
522
523
524
525
526
527
528
529
530

[signature page to follow]

Buyer's
Initials:



Seller's
Initials:



531 | WITNESS:

		<i>March Wrazen</i>	dataloop verified 06/27/24 11:08 AM EDT 2HZ-PIGO-DKQD-YTP
		BUYER	Date
		<i>Dean Rado</i> <small>Authenticity</small>	06/27/24
		SELLER	Date

Buyer's
Initials

1000A

1

**Seller's
Initials**

DR

114

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

The Law Office of Michael A. Alfieri, Esq.
NJ ID: 005021989
30 Fréneau Avenue
Matawan, NJ 07747
Attorney for Secured Creditor, AVB Investment, LLC
M.A. - 4945

In Re:

Coastal Construction Group, LLC, Debtor

Case No.: 24-15203-MBK
Chapter: 11
Hearing Date: 9/12/2024
Judge: MBK

CERTIFICATION OF CREDITOR REGARDING POST PETITION PAYMENT HISTORY
(NOTE AND MORTGAGE DATED 10/31/2022)

Arlene Lieberman, employed as Portfolio Manager by
AVB Investment, LLC, hereby certifies the following:

Recorded on 11/14/2022, in Ocean County, in Book 19223 at Page 644

Property Address: Boxwood Drive, Forked River, (Township of Lacey) NJ 08731 - Block 354 Lot: 5,6+7

Mortgage Holder: AVB Investment, LLC

Mortgagor(s)/ Debtor(s): Coastal Construction Group, LLC

POST-PETITION PAYMENTS (Petition filed on 5/22/2024)

Amount Due	Date Payment Was Due	How Payment Was Applied (Mo./Yr.)	Amount Received	Date Payment Received	Check or Money Order Number
1. \$ 794.02	6/1/2024	6/2024	\$ 0.00		
2. \$ 768.41	7/1/2024	7/2024	\$ 0.00		
3. \$ 756.21	8/1/2024	8/2024	\$ 0.00		



Amount Due	Date Payment Was Due	How Payment Was Applied (Mo./Yr.)	Amount Received	Date Payment Received	Check or Money Order Number
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL: \$ 2,318.64			\$ 0.00		

[Continue on attached sheets if necessary.]

ix 794.02
ix 768.41

Monthly payments past due: 3 mos. x \$ 17 756.21

(Monthly payment + late charge) = \$ 2,318.64 as of 8/1/2024.

Each current monthly payment is comprised of:

Principal	\$ <u>756.21</u>
Interest	\$ <u>756.21</u>
R.E. Taxes:	\$ <u> </u>
Insurance:	\$ <u> </u>
Late Charge:	\$ <u>37.81</u>
Other:	\$ <u> </u> (Specify: _____)
TOTAL	\$ <u>794.02</u>

If the monthly payment has changed during the pendency of the case, please explain (attach separate sheet(s) if necessary): N/A

Pre-petition arrears: 3/1/2024 to 5/1/2024 (3 mos. x \$ /mo) = \$ 2,305.72)

I certify under penalty of perjury that the above is true.

Date: 8/16/2024


Signature

rev.8/1/15

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

The Law Office of Michael A. Alfieri, Esq.
NJ ID: 005021989
30 Freneau Avenue
Matawan, NJ 07747
Attorney for Secured Creditor, AVB Investment, LLC
M.A. - 4945

In Re:

Coastal Construction Group, LLC, Debtor

Case No.: 24-15203-MBK
Chapter: 11
Hearing Date: 9/12/2024
Judge: MBK

CERTIFICATION OF CREDITOR REGARDING POST PETITION PAYMENT HISTORY
(NOTE AND MORTGAGE DATED 4/18/2023)

Arlene Lieberman, employed as Portfolio Manager by
AVB Investment, LLC, hereby certifies the following:

Recorded on 4/20/2023, in Ocean County, in Book 19356 at Page 926

Property Address: Boxwood Drive, Forked River, (Township of Lacey) NJ 08731 - Block 353, Lot 18.01,

Mortgage Holder: AVB Investment, LLC 19, 20 + 21

Mortgagor(s)/ Debtor(s): Coastal Construction Group, LLC

POST-PETITION PAYMENTS (Petition filed on 5/22/2024)

Amount Due	Date Payment Was Due	How Payment Was Applied (Mo./Yr.)	Amount Received	Date Payment Received	Check or Money Order Number
1. \$ 750.00	6/1/2024		\$ 0.00		
2. \$ 750.00	7/1/2024		\$ 0.00		
3. \$ 750.00	8/1/2024		\$ 0.00		

E

Amount Due	Date Payment Was Due	How Payment Was Applied (Mo. Yr.)	Amount Received	Date Payment Received	Check or Money Order Number
4.					
5.					
6.					
7.					
8.					
9.					
10.					
TOTAL: \$ 2,250.00			\$ 0.00		

[Continue on attached sheets if necessary.]

$$\begin{array}{r} 2 \times \$787.50 \\ + 1 \times \$750.00 \\ \hline \text{Monthly payments past due: } 3 \text{ mos. x } \$1,537.50 \\ (\text{Monthly payment + late charge}) = \$1,537.50 \text{ as of } 8/1/2024 \end{array}$$

Each current monthly payment is comprised of:

Principal	\$ _____
Interest	\$ 750.00
R.E. Taxes:	\$ _____
Insurance:	\$ _____
Late Charge:	\$ 37.50
Other:	\$ _____ (Specify: _____)
TOTAL	\$ 787.50

If the monthly payment has changed during the pendency of the case, please explain (attach separate sheet(s) if necessary): N/A

Pre-petition arrears: 3/1/2024 to 5/1/2024 (3 mos. x \$ 787.50 /mo. = \$ 2,362.50)

I certify under penalty of perjury that the above is true.

Date: 8/16/2024


Signature

rev.8/1/15

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

The Law Office of Michael A. Alfieri
NJ ID: 005021989
30 Freneau Ave, Matawan, NJ 07747
Matawan, NJ 07747
Attorney for Secured Creditor, AVB Investment
LLC
M.A. - 4945

In Re:

Coastal Construction Group, LLC

Case No.: 24-15203
Chapter: 11
Adv. No.: _____
Hearing Date: 9/12/2024
Judge: MBK

CERTIFICATION OF SERVICE

1. I, Violeta Dumani :

represent _____ in this matter.

am the secretary/paralegal for Michael A. Alfieri, Esq., who represents
AVB Investment LLC in this matter.

am the _____ in this case and am representing myself.

2. On 8/16/2024, I sent a copy of the following pleadings and/or documents
to the parties listed in the chart below.

NOTICE OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY

3. I certify under penalty of perjury that the above documents were sent using the mode of service
indicated.

Date: 8/16/2024

Signature

F

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Coastal Construction Group, LLC 235 Hickory Lane, Unit B Bayville, NJ 08721	Debtor	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input checked="" type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small>
Daniel E. Straffi, Esq. Straffi & Straffi, LLC 670 Commons Way Toms River, NJ 08755	Debtor's Attorney	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input checked="" type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small>
U.S. Trustee US Dept of Justice Office of the US Trustee One Newark Center Ste 2100 Newark, NJ 07102	U.S. Trustee	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input checked="" type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small>
Margaret McGee DOJ-Ust One Newark Center 1085 Raymond Blvd. Ste 21st Floor Newark, NJ 07102	Behalf of U.S. Trustee	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input checked="" type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small>
		<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small>



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)
The Law Office of Michael A. Alfieri, Esq.
NJ ID: 005021989
30 Freneau Avenue
Matawan, NJ 07747
Attorney for Secured Creditor, AVB Investment, LLC
M.A. - 4945

Order Filed on September 13, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In Re:
Coastal Construction Group, LLC
235 Hickory Lane, Unit B
Bayville, NJ 08721

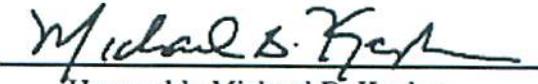
Case No.: 24-15203-MBK
Hearing Date: 9/12/2024
Judge: MBK
Chapter: 11

Recommended Local Form Followed Modified

ORDER GRANTING MOTION FOR RELIEF FROM STAY

The relief set forth on the following page is hereby ORDERED.

DATED: September 13, 2024


Honorable Michael B. Kaplan
United States Bankruptcy Judge

6

Upon the motion of AVB Investment, LLC, under
Bankruptcy Code section 362(d) for relief from the automatic stay as to certain property as
hereinafter set forth, and for cause shown, it is

ORDERED that the motion is granted and the stay is terminated to permit the movant to
institute or resume and prosecute to conclusion one or more actions in the court(s) of appropriate
jurisdiction to pursue the movant's rights in the following:

Real property more fully described as:

(1) Boxwood Drive, Forked River, NJ 08731 also known as Lot 5,6 &7,
Block 354; and (2) Boxwood Drive, Forked River, NJ 08731 also known as
Lot 18.01, 19, 20 & 21, Block 353

It is further ORDERED that the movant, its successors or assignees, may proceed with its
rights and remedies under the terms of the subject mortgage and pursue its state court remedies
including, but not limited to, taking the property to sheriff's sale, in addition to potentially pursuing
other loss mitigation alternatives, including, but not limited to, a loan modification, short sale or
deed-in-lieu foreclosure. Additionally, any purchaser of the property at sheriff's sale (or
purchaser's assignee) may take any legal action for enforcement of its right to possession of the
property.

Personal property more fully described as:

It is further ORDERED that the movant may join the debtor and any trustee appointed in
this case as defendants in its action(s) irrespective of any conversion to any other chapter of the
Bankruptcy Code.

It is further ORDERED that the movant shall be permitted to reasonably communicate
with Debtor(s) and Debtor(s)' counsel to the extent necessary to comply with applicable non-
bankruptcy law.

It is further ORDERED that the Trustee is directed to cease making any further
distributions to the Creditor.

The movant shall serve this order on the debtor, any trustee and any other party who
entered an appearance on the motion.

AVB INVESTMENT, LLC

30 Frenneau Avenue
Matawan, NJ 07747
732-360-9266

01/30/2025

Coastal Construction Group LLC
Dean V. Rado
235 Hickory Lane
Unit B
Bayville, NJ 08721
Account: 124

Property Address(es): Boxwood Drive
Forked River, Twp of Lacey, NJ 08731
Block 353 Lot(s) 18.01, 19, 20, & 21

BENEFICIARY'S DEMAND FOR PAYOFF

Dear Coastal Construction Group LLC

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	2/15/2025
Maturity Date	5/1/2026
Closing Date	2/15/2025
Principal Balance	\$75,000.00
Interest Charges 2/1/2024-2/15/2025	\$9,395.46
Default Interest Charges 3/21/2024-2/15/2025	\$2,729.04
Late Charges	\$525.00
Foreclosure Legal Fee	\$1,750.00
Bankruptcy Legal Fee	\$750.00
Foreclosure Legal Costs	\$2,139.75
Sheriff Sale Deposit	\$2,000.00
Discharge of Mortgage Recording Fee	\$60.00
Prepayment Penalty	\$0.00
Trust Balance	\$0.00
Payoff Amount	\$94,349.26

Please add \$32.88 for each additional day past 02/15/2025.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 02/21/2025, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). Make disbursement check payable to: AVB Investment, LLC.

Sincerely,
Michelle Cattonar
732-360-9266
732-360-9752 Fax

AVB INVESTMENT, LLC IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

H.

01/30/2025

Coastal Construction Group LLC
Dean V. Rado
235 Hickory Lane
Unit B
Bayville, NJ 08721
Account: 201

Property Address(es): Boxwood Drive
Forked River, Twp of Lacey, NJ 08731
Block 354 Lot(s) 5, 6, & 7

BENEFICIARY'S DEMAND FOR PAYOFF

Dear Coastal Construction Group LLC

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	2/15/2025
Maturity Date	11/1/2025
Closing Date	2/15/2025
Principal Balance	\$74,198.03
Interest Charges 2/1/2024-2/15/2025	\$9,292.59
Default Interest Charges 3/21/2024-2/15/2025	\$2,699.16
Late Charges	\$411.13
Foreclosure Legal Fee	\$1,750.00
Bankruptcy Legal Fee	\$750.00
Foreclosure Legal Costs	\$2,139.75
Sheriff Sale Deposit	\$2,000.00
Discharge of Mortgage Recording Fee	\$60.00
Prepayment Penalty	\$0.00
Trust Balance	\$0.00
Payoff Amount	\$93,300.66

Please add \$32.52 for each additional day past 02/15/2025.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 02/21/2025, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). Make disbursement check payable to: AVB Investment, LLC.

Sincerely,
Michelle Cattonar
732-360-9266
732-360-9752 Fax

AVB INVESTMENT, LLC IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

15